

THE HONORABLE JUDGE _____

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

RICHARD L. AHEARN, Regional Director of the
Nineteenth Region of the National Labor
Relations Board, for and on behalf of the
NATIONAL LABOR RELATIONS BOARD

Petitioner

v.

INTERNATIONAL LONGSHORE and WAREHOUSE
UNION LOCAL 21

Respondent

and

INTERNATIONAL LONGSHORE and WAREHOUSE
UNION, LOCAL 4

Respondent

)
)
)
)
) Civil No. _____
)
) PETITION FOR TEMPORARY
) RESTRAINING ORDER AND
) PRELIMINARY INJUNCTION
) UNDER
) SECTIONS 10(j) AND (l) OF THE
) NATIONAL LABOR RELATIONS
) ACT, AS AMENDED
)
)
)
)
) NOTED ON MOTION CALENDER
) AUGUST 31st, 2011
)

ANNE P. POMERANTZ, Regional Attorney, Region 19
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JOHN FAWLEY, Attorney, Region 19
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NATIONAL LABOR RELATIONS BOARD, Region 19
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1 To the Honorable Judges of the United States District Court for the Western District of
2 Washington:

3 **COMES NOW** Richard L. Ahearn, Regional Director for Region 19 of the National Labor
4 Relations Board (the "Board"), and petitions this Court for and on behalf of the Board, pursuant to
5 Sections 10(j) and (l) of the National Labor Relations Act (the "Act"), as amended, 61 Stat. 149;
6 73 Stat. 554; 29 U.S.C. §§ 160(j) and (l), for appropriate injunctive relief pending the final
7 disposition of the matters herein involved now pending before the Board on charges alleging that
8 Respondent has engaged in, and is engaging in, acts and conduct in violation of Section 8 of the
9 Act. In support thereof, Petitioner respectfully shows:

10 1. Petitioner is the Regional Director of the Nineteenth Region of the Board, an
11 agency of the United States, and files this petition for and on behalf of the Board.

12 2. Jurisdiction of this Court is invoked pursuant to Sections 10(j) and (l) of the Act,
13 which provide *inter alia*, that the Board shall have power, upon issuance of a compliant charging
14 that any person has engaged in or is engaging in an unfair labor practice, to petition any United
15 States district court, within any district wherein the unfair labor practice in question is alleged to
16 have occurred or wherein such person resides or transacts business, for appropriate temporary
17 relief or restraining order.

18 3. At all material times, International Longshore and Warehouse Union, Local 21
19 ("Respondent Local 21"), has been a labor organization within the meaning of § 2(5) of the Act
20 with offices in Longview, Washington.

21 4. At all material times, International Longshore and Warehouse Union, Local 4
22 ("Respondent Local 4"), has been a labor organization with the meaning of § 2(5) of the Act with
23 offices in Vancouver, Washington.

1 5. (a) The Charge in Case 36-CC-1047 was filed by EGT, LLC ("EGT"), on
2 July 22, 2011, and was served on Respondent Local 21 by regular mail on about that date.

3 (b) The Amended Charge in Case 36-CC-1047 was filed by EGT on July 27,
4 2011, and was served on Respondent Local 21 by regular mail on about that date.

5 (c) The Charge in Case 36-CB-2827 was filed by EGT on August 3, 2011,
6 and was served on Respondent Local 21 by regular mail on about that date.

7 (d) The Charge in Case 36-CC-1049 was filed by EGT on August 12, 2011,
8 and was served on Respondent Local 4 by regular mail on about that date.

9 (e) The Amended Charge in Case 36-CC-1049 was filed by EGT on
10 August 16, 2011, and was served on Respondent Local 4 by regular mail on about that date.

11 (f) The Charge in Case 36-CB-2831 was filed by EGT on August 12, 2011,
12 and was served on Respondent Local 4 by regular mail on about that date.

13 6. The charges were referred to Petitioner as Regional Director of Region 19 of the
14 Board.

15 7. Following a review of the field investigation during which all parties had an
16 opportunity to submit evidence, the Petitioner determined that there is reasonable cause to
17 believe, as alleged in the charges in Cases 36-CC-1047, 36-CC-1049, 36-CB-2827, and 36-CB-
18 2831, that Respondent Local 21 and Respondent Local 4 (jointly, "Respondents") were engaging
19 in unfair labor practices in violations of Sections 8(b)(4)(i) and (ii)(A) and (B) and Section
20 8(b)(1)(A) of the Act.

21 8. On August 29, 2011, Petitioner, upon the aforesaid charges and pursuant to
22 § 10(b) of the Act [29 U.S.C. § 160(b)], issued an Order Consolidating Cases, Consolidated
23 Complaint and Notice of Hearing (the "Complaint") against Respondents alleging that

1 Respondents have been engaging in unfair labor practices within the meaning of Sections
2 8(b)(4)(i) and (ii)(A) and (B) and Section 8(b)(1)(A) of the Act.

3 9. Pursuant to Rule 10(c) of the Federal Rules of Civil Procedure, true copies of the
4 charges and service thereof in Cases 36-CC-1047, 36-CC-1049, 36-CB-2831 and 36-CB-2831,
5 the Complaint, supporting affidavits and documents are attached and marked as Exhibits 1-25
6 and are incorporated as though fully set forth.

7 10. Petitioner avers that there is a likelihood that the allegations set forth in the
8 Complaint are true and that Respondents have engaged in, and are engaging in, unfair labor
9 practices in violation of Sections 8(b)(4)(i) and (ii)(A) and (B) and Section 8(b)(1)(A) of the Act.
10 More specifically, and as more particularly described in the Complaint attached as Exhibit 6(a),
11 Petitioner alleges that there is a likelihood Petitioner will establish the following:

12 (a) EGT is a State of Delaware Corporation with an office and place of
13 business in Longview, Washington ("EGT facility"), where it is engaged in the business of
14 exporting grain.

15 (b) EGT, during the past twelve months, which period is representative of all
16 material times, in conducting its business operations described above in paragraph 10(a),
17 purchased goods and supplies valued in excess of \$50,000 directly from entities located outside
18 the State of Washington.

19 (c) EGT has been, at all material times, an employer engaged in commerce
20 within the meaning of §§ 2(2), (6) and (7) of the Act.

21 (d) Respondent Local 21 is and has been, at all material times, a labor
22 organization within the meaning of § 2(5) of the Act.

23 (e) Respondent Local 4 is and has been, at all material times, a labor
24 organization within the meaning of § 2(5) of the Act.

(f) At all material times, the following individuals held the positions set forth opposite their respective names and have been agents of Respondent Local 21 within the meaning of Section 2(13) of the Act:

Dan Coffman	-	President
Jake Whitehead	-	Vice President
Shelly Porter	-	Vice President and/or
		Secretary-Treasurer
Byron Jacobs	-	Secretary-Treasurer

(g) At all material times, the following individuals held the positions set forth opposite their respective names and have been agents of Respondent Local 4 within the meaning of Section 2(13) of the Act:

Brad Clark	-	President
Rick Anderson	-	Vice President
Todd Walker	-	Labor Relations Committee Member
Cager Clabaugh	-	Officer

(h) Since on or about December 18, 1999, Respondent Local 21 has been party to an agreement (the "Working Agreement") with the Port of Longview, Washington (the "Port"), which contains the following provisions:

The Port of Longview agrees not to lease property for the sole purpose of performing the work described in the Working Agreement between the Port and Local 21, Section XI. Definition of Work Covered, unless the lessee is bound by this agreement.

and

The Employer shall not subcontract any of the foregoing work to private stevedoring companies unless such companies are bound by this Agreement.

(i) Since on or about June 1, 2009, EGT has been party to a lease agreement with the Port (the "Lease Agreement"), which contains the following language:

Lessor [the Port] expressly refers Lessee [EGT] to the provisions of the Working Agreement between the

1 ILWU Local 21 and the Port, dated 1999-2002, as
2 extended through the date of this Lease, for Longview,
3 Washington.
4

5 (j) Since on or about July 11, 2011, EGT has been party to an agreement
6 with General Construction Company ("General") for General to perform the production and
7 maintenance work at the EGT facility.

8 (k) Beginning in or about early 2010 and continuing to date, Respondent
9 Local 21, by Coffman, pursuant to the provisions set forth above in paragraphs 10(h) and (i), has
10 been demanding that EGT enter into an agreement with Respondent Local 21 prohibiting
11 subcontracting to private companies unless the subcontractor is bound to the Working
12 Agreement.

13 (l) On or about July 11, 2011, Respondent Local 21, by Coffman, informed
14 EGT that the object of Respondents' conduct described below in paragraphs 10(n)-(p) was to
15 force or require EGT to enter into the agreement with Respondent Local 21 described above in
16 paragraph 10(k).

17 (m) On or about July 11, 2011, Respondent Local 21, by Coffman, stated to
18 EGT that Respondents are fighting for jurisdiction over the EGT facility.

19 (n) Since on or about June 14, 2011, and continuing to date, Respondents,
20 in support of Respondent Local 21's demand described above in paragraphs 10(k)-(m), have
21 picketed at and around the EGT facility with signs stating:

22 "EGT Unfair"

23 "ILWU Jurisdiction"

24 "ILWU"

25 "United We Stand, Divided We Fall"

26 "ILWU Local 21"

27 "ILWU Local 4"

(o) By the conduct described above in paragraphs 10(k)-(n), and below in paragraphs 10(u)-(cc), and 10(ee)-(eee), Respondents have induced or encouraged individuals employed by EGT and other persons engaged in commerce, or in an industry affecting commerce, to refuse to handle or work on goods and/or refuse to perform services, and has threatened, coerced, or restrained EGT and other persons engaged in commerce or in industries affecting commerce.

(p) An object of Respondents' conduct described above in paragraphs 10(k)-(o), and described below in paragraphs 10(u)-(cc) and 10(ee)-(eee), has been to force or require EGT to enter into an agreement with Respondent Local 21 prohibited by § 8(e) of the Act.

(q) At all material times since July 11, 2011, Respondents have been engaged in a labor dispute with General.

(r) At no material time since July 11, 2011, have Respondents been engaged in a labor dispute with EGT.

(s) At no material time have either of Respondents been recognized or certified pursuant to § 9 of the Act as the exclusive collective bargaining representative of the employees of General.

(t) On or about July 15, 2011, General recognized Operating Engineers International Union, Local 701 ("Local 701") as the exclusive collective bargaining representative of its employees.

(u) Since on or about July 11, 2011, and continuing to date, Respondents, in support of their dispute with General described above in paragraphs 10(q)-(t), have picketed at and around the EGT facility with signs stating:

"EGT Unfair"

"ILWU Jurisdiction"

"ILWU"

"United We Stand, Divided We Fall"

"ILWU Local 21"

"ILWU Local 4"

(v) From on or about July 18, 2011, and continuing to date, Respondents, in support of their dispute with General described above in paragraphs 10(q)-(t), have engaged in picketing at and around the EGT facility with additional signs stating "Local 701 Scabs."

(w) On or about July 20, 2011, EGT established and maintained four entrances, Gates 1, 2, 3 and 4.

(x) Since on or about July 20, 2011, Gate 1, which is located near the southeast corner of EGT's property, just outside of EGT's administration building, has had a sign stating:

This Gate is for the exclusive use of the employees, visitors, suppliers, vendors, and material deliveries of EGT and all non-construction contractors other than GENERAL CONSTRUCTION. GENERAL CONSTRUCTION should enter through Gate 2. All CONSTRUCTION CONTRACTORS should enter through Gate 4.

Use of this gate by GENERAL CONSTRUCTION and any CONSTRUCTION CONTRACTOR is strictly prohibited – they must use another designated gate. NO EXCEPTIONS.

(y) Since on or about July 20, 2011, Gate 2, which is located approximately 500 feet north of Gate 1, has had a sign stating:

This Gate is for the exclusive use of employees, visitors, suppliers, vendors, and material deliveries of GENERAL CONSTRUCTION.

Use of this gate by employees, visitors, suppliers, vendors, and material deliveries of EGT or other entities is strictly prohibited – they must use another designated gate. NO EXCEPTIONS.

(z) Since on or about July 20, 2011, Gate 3, which is located approximately 3,000 feet west of Gate 1, has had a sign stating:

1 This Gate is for the exclusive use of employees, visitors,
2 suppliers, vendors, and material deliveries of RAILROAD
3 EMPLOYEES.

4 Use of this gate by employees, visitors, suppliers, vendors, and
5 material deliveries of EGT, GENERAL CONSTRUCTION or
6 other entities is strictly prohibited – they must use another
7 designated gate. NO EXCEPTIONS.

8
9 (aa) Since on or about July 20, 2011, Gate 4, which is located approximately 700 feet
10 south of Gate 1, has had a sign stating:

11 This Gate is for the exclusive use of employees, visitors,
12 suppliers, vendors, and material deliveries of all
13 CONSTRUCTION CONTRACTORS.

14 Use of this gate by employees, visitors, suppliers, vendors, and
15 material deliveries of EGT, GENERAL CONSTRUCTION, NON-
16 CONSTRUCTION CONTRACTORS, or other entities is strictly
17 prohibited – they must use another designated gate. NO
18 EXCEPTIONS.

19
20 (bb) Since on or about July 20, 2011, Respondents, by their officers and members, in
21 support of the dispute with General described above in paragraph 10(q)-(t), picketed at Gates 1,
22 2, and 4.

23 (cc) By the conduct described above in paragraphs 10(u)-(bb) and below in
24 paragraphs 10(ii)-(eee), Respondents, by their officers and agents, have induced or encouraged
25 individuals employed by EGT and other persons engaged in commerce, or in an industry
26 affecting commerce, to refuse to perform services and have threatened, coerced, and/or
27 restrained EGT and other persons engaged in commerce or in industries affecting commerce.

28 (dd) An object of Respondents' conduct described above in paragraphs
29 10(q)-(cc), and described below in paragraphs 10(ii)-(eee), has been to force or require EGT and
30 other persons to cease performing services for, handling goods of, or otherwise doing business
31 with General.

1 (ee) On or about June 14, 2011, Respondents, by their officers and agents
2 trespassed onto EGT's property and climbed on EGT's shipping towers and/or grain silos.

3 (ff) Since on or about July 1, 2011, Respondents, by their officers and
4 agents established and maintained picket lines outside the gates to the EGT facility.

5 (gg) On or about July 1, 2011, the Port erected a sign at the corner of the
6 road leading to the EGT facility designating the road as private property for the use of the lumber
7 yard and EGT only.

8 (hh) On or about July 2, 2011, Respondents, by their officers and agents,
9 knocked down the sign described above in paragraph 10(gg) and removed it.

10 (ii) On or about July 11, 2011, Respondents, by their officers and
11 agents, in the conduct of the picket line activity described above in paragraph 10(ff), tore down a
12 gate maintained by EGT, trespassed onto EGT's leased property, pushed two rail cars out of
13 EGT's rail shed and climbed them, and physically assaulted EGT employees.

14 (jj) On or about July 11, 2011, Respondents, by their officers and agents, in
15 the conduct of the picket line activity described above in paragraph 10(ff), verbally assaulted EGT
16 and General employees.

17 (kk) On or about July 11, 2011, Respondents, by their officers and agents, in
18 the conduct of the picket line activity described above in paragraph 10(ff), took pictures and video
19 of EGT and General employees because those employees crossed the picket lines established
20 by Respondents.

21 (ll) Since on or about July 12, 2011, Respondents, by their officers and
22 agents, in the conduct of the picket line activity described above in paragraph 10(ff), impeded the
23 entrance to and exit from the EGT facility in the presence of employees.

1 (mm) Since on or about July 12, 2011, Respondents, by their officers and
2 agents, in the conduct of the picket line activity described above in paragraph 10(ff), impliedly
3 threatened employees of EGT and General who crossed the picket lines with violence by telling
4 those employees that the picketers knew who they were and where they lived, and then shouting
5 out their addresses.

6 (nn) Since on or about July 12, 2011, Respondents, by their officers and
7 agents, in the conduct of the picket line activity described above in paragraph 10(ff), followed
8 General employees from the EGT facility onto various roads leading away from the EGT facility
9 and onto the freeway.

10 (oo) On or about July 13, 2011, Respondents, by their officers and agents, in
11 the conduct of the picket line activity described above in paragraph 10(ff), completely blocked
12 railway car access on the railroad tracks physically and with vehicles at the EGT facility, thereby
13 prohibiting entry by a train operated by Burlington Northern Santa Fe Railway.

14 (pp) On or about July 15, 2011, Respondents, by their officers and agents, in
15 the conduct of the picket line activity described above in paragraph 10(ff), physically blocked
16 ingress to and egress from the EGT facility.

17 (qq) On or about July 21, 2011, Respondents, by their officers and agents, in
18 the conduct of the picket line activity described above in paragraph 10(ff), struck a vehicle driven
19 by an EGT manager.

20 (rr) On or about July 22, 2011, Respondents, by their officers and agents, in
21 the conduct of the picket line activity described above in paragraph 10(ff), impliedly threatened an
22 EGT manager with violence if he crossed the tape that was stretched across Gate 1 at the EGT
23 facility.

1 (ss) On or about July 22, 2011, Respondents, by their officers and agents, in
2 the conduct of the picket line activity described above in paragraph 10(ff), impliedly threatened
3 the life of a construction employee at the EGT facility.

4 (tt) On or about July 22, 2011, Respondents, by their officers and agents, in
5 the conduct of the picket line activity described above in paragraph 10(ff), threw an egg at, and
6 keyed, a vehicle driven by an EGT manager.

7 (uu) On or about July 22, 2011, Respondents, by their officers and agents, in
8 the conduct of the picket line activity described above in paragraph 10(ff), blocked all ingress and
9 egress to Gates 1, 2, and 4 at the EGT facility.

10 (vv) On or about July 23, 2011, Respondents, by their officers and agents, in
11 the conduct of the picket line activity described above in paragraph 10(ff), threatened a
12 construction employee and blocked that employee's ingress and egress to the EGT facility.

13 (ww) On or about July 25, 2011, Respondents, by their officers and agents, in
14 the conduct of the picket line activity described above in paragraph 10(ff), blocked and/or
15 impeded ingress and egress to Gates 1, 2 and 4 at the EGT facility.

16 (xx) On or about July 25, 2011, Respondents, by their officers and agents, in
17 the conduct of the picket line activity described above in paragraph 10(ff), threatened to throw
18 coffee on an EGT manager, surrounded his vehicle to prevent it from moving, shouted out his
19 home address, and asked him how he slept at night.

20 (yy) On or about July 25, 2011, Respondents, by their officers and agents, in
21 the conduct of the picket line activity described above in paragraph 10(ff), pushed and spit on the
22 vehicles of General employees entering the EGT facility through Gate 2.

23 (zz) On or about July 25, 2011, Respondents, by their officers and agents, in
24 the conduct of the picket line activity described above in paragraph 10(ff), threatened General

1 employees with death, told them that the picketers knew where they lived, and threatened to
2 follow them home, as the General employees entered the EGT facility through Gate 2.

3 (aaa) On or about July 25, 2011, Respondents, by their officers and agents, in
4 the conduct of the picket line activity described above in paragraph 10(ff), caused to be placed at
5 the EGT facility outside of its administration building, plastic bags filled with feces.

6 (bbb) On or about July 25, 2011, Respondents, by their officers and agents, in
7 the conduct of the picket line activity described above in paragraph 10(ff), physically and verbally
8 assaulted Local 701's shop steward as he tried to leave the EGT facility, and followed his vehicle
9 with two pick up trucks from the EGT facility onto the freeway, endangering him.

10 (ccc) On or about July 25, 2011, Respondents, by their officers and agents, in
11 the conduct of the picket line activity described above in paragraph 10(ff), followed General
12 employees from the EGT facility onto various roads leading away from the EGT facility and onto
13 the freeway.

14 (ddd) On or about July 31, 2011, Respondents, by their officers and agents, in
15 the conduct of the picket line activity described above in paragraph 10(ff), caused a black trash
16 bag filled with manure, with paper signs attached stating "scabby 701," to be dropped from an
17 aircraft over the EGT facility outside of its administration building.

18 (eee) Since on or about August 1, 2011, Respondents, by their officers and
19 agents, in the conduct of the picket line activity described above in paragraph 10(ff), purposely
20 dropped nails in the road leading to Gates 1, 2, and 4.

21 (fff) By the conduct described above in paragraphs 10(k)-(p), 10(u)-(cc), and
22 10(ee)-(eee) Respondents have been violating §§ 8(b)(4)(i) and (ii)(A) of the Act.

23 (ggg) By the conduct described above in paragraphs 10(u)-(dd), and 10(ii)-
24 (eee), Respondents have been violating §§ 8(b)(4)(i) and (ii)(B) of the Act

1 (hhh) By the conduct described above in paragraphs 10(n), 10(ee)-(eee), and
2 10(hh)-(eee), Respondents have been restraining and coercing employees in the exercise of the
3 rights guaranteed in § 7 of the Act in violation of § 8(b)(1)(A) of the Act.

4 (iii) By the acts described above in paragraphs 10(k)-(hhh) , Respondents
5 have engaged in unfair labor practices affecting commerce within the meaning of §§ 2(6) and (7)
6 of the Act.

7 11. (a) Absent injunctive relief, the Respondents' actions threaten to inflict
8 irreparable harm on the employees' Section 7 right to refrain from Union activity. Picket line
9 violence will inevitably cause EGT and General employees to abstain from working due to
10 concerns for personal safety in addition to safety of their property. As such, the coerced
11 employees will personally suffer irreparable harm in the form of lost wages that cannot be made
12 whole in a Board proceeding.

13 (b) In addition, this abstention could seriously harm EGT's and General's
14 business operation and impede the free flow of commerce. To wit, Burlington Northern Santa Fe
15 Railway ("BNSF") has refused to deliver cargo to EGT's facility, and EGT faces penalty when
16 BNSF cannot unload its train. Respondents have failed to give assurances that it will not block
17 the tracks.

18 (c) The threat of further unlawful conduct and property damage is tangible,
19 as the labor dispute is ongoing, there are allegations of continuing harassment, and the local
20 police have stated that they do not have the staff to control the picketers. Respondents' apparent
21 agreement to limit the number of picketers at the gates does nothing to alleviate this threat.
22 Finally, the illegal campaign may force EGT and General to capitulate to Respondents' demands.
23 The Board's final order will not effectively remedy these harms.

1 12. Unless injunctive relief is immediately obtained, it can fairly be anticipated that
2 Respondents will continue to repeat the acts and conduct set forth above in paragraph 10 or
3 similar or like acts and conduct violative of §§ 8(b)(4)(i)(ii)(A), (B) and § 8(b)(1)(A) of the Act. It
4 is, therefore, essential, appropriate, just and proper, for purposes of effectuating the policies of
5 the Act and in accordance with the provisions of §§ 10(j) and (l) [29 U.S.C. §§ 160(j) and (l)]
6 thereof, that pending final disposition of the matter herein involved now pending before the
7 Board, Respondents be enjoined and restrained from the commission of the acts and conduct
8 alleged above, and similar acts and conduct, or repetitions thereof.

9 13. Upon information and belief, as more fully appears from the affidavits and
10 documents attached hereto and made a part hereof, there is imminent danger that before a
11 hearing can be held on this petition, immediate, substantial and irreparable injury will unavoidably
12 result to the policies of the Act, to the Charging Party EGT, to employees and other persons not
13 directly involved in the dispute herein, and to the flow of interstate commerce from a continuation
14 of Respondents' unlawful conduct.

15 14. There is no adequate remedy at law for the irreparable harm being caused by
16 Respondents' unfair labor practices, as described above.

17 15. Granting the temporary injunctive relief requested by Petitioner will cause no
18 undue hardship to Respondents, as they remain free to engage in lawful activities.

19 16. In balancing the equities in this matter, the harm to the employees involved
20 herein, to the public interest in interstate commerce, and to the purposes and policies of the Act if
21 injunctive relief, as requested, is not granted, clearly outweighs any harm that the grant of such
22 injunctive relief will work on Respondent.

23 17. Upon information and belief, to avoid the serious consequences set forth above,
24 it is essential, just, proper, and appropriate for the purposes of effectuating the policies of the Act

1 and avoiding substantial, irreparable and immediate injury to such policies, to the public interest,
2 and the employees involved herein, and in accordance with the purposes of Sections 10(j) and (l)
3 of the Act, that, pending final disposition of the matters presently pending before the Board,
4 Respondent be enjoined and restrained as herein prayed.

5 **WHEREFORE**, Petitioner prays:

6 1. That the Court issue a Temporary Restraining Order forthwith enjoining
7 and restraining Respondents, their officers, agents, representatives, servants, employees,
8 attorneys, and all members and persons acting in concert or participation with them, for a period
9 of ten (10) days' duration from the date of that Order, as provided for in Rule 65(b) of the Federal
10 Rules of Civil Procedure and pursuant to the provisions of the Act, from

11 a. Engaging in any picketing or protesting in the vicinity of the Port
12 of Longview, Washington, in furtherance of Respondents' dispute regarding work performed at or
13 related to the EGT facility;

14 b. In any other manner, or by any other means furthering their
15 unlawful object by restraining or coercing the employees of EGT or any other person doing
16 business in relation to the EGT facility in the exercise of their rights guaranteed under Section 7
17 of the Act.

18 2. That, to assure compliance with the Court's Temporary Restraining
19 Order and because of the local authorities' inability to manage with the situation, the Court direct
20 service of said Order upon the United States Marshal for the Western District of Washington, and
21 further direct the United States Marshals Service to take those actions deemed necessary to
22 enforce the provisions and prohibitions set forth in its Order.

1 3. That the Court issue an Order directing Respondents to appear before
2 this Court at a time and place to be fixed by the Court, and show cause, if any there be, why the
3 following preliminary injunctive order should not issue, pending the final disposition of the matters
4 involved pending before the Board as follows:

5 (a) Enjoining and restraining Respondents from:

6 (i) In any manner or by any means, including the use of
7 picketing or protesting, threatening, coercing, or restraining EGT or any person engaged in
8 commerce, where an object is to force or to require EGT to enter an agreement in violation of
9 § 8(e) of the Act and/or to assign work to employees who are members of Respondent Local 21;

10 (ii) In any manner or by any means, including the use of
11 picketing or protesting, threatening, coercing, or restraining EGT, or any other person engaged in
12 commerce, or in an industry affecting commerce, to cease handling, using, selling, transporting,
13 or otherwise dealing in the products of, or to cease doing business with General Construction, or
14 any other person engaged in commerce, or in an industry affecting commerce, or with each other;
15 and

16 (iii) Restraining or coercing employees of EGT, General
17 Construction, or any other person doing business with those entities, in the exercise of the rights
18 guaranteed them by Section 7 of the Act, by engaging in picket line misconduct, including but not
19 limited to destruction of property, trespass, threats of bodily harm, throwing objects, following
20 employees and going to their homes, blocking ingress and egress, mass picketing, physical
21 intimidation and assault, and coercively photographing and videotaping, or in any other manner
22 restraining or coercing employees in the exercise of their Section 7 rights.

23 (b) Directed to take the following affirmative action:

1 (i) Provide each of their officers, representative, employees,
2 agents and members and picketers/protesters, and any other persons, including their sister
3 Locals, participating at any picketing or at any demonstrations at or near the roads or gates
4 leading into the EGT facility at the Port of Longview, with a copy of this Court's order and a clear
5 written directive to refrain from engaging in any conduct inconsistent with this Order;

6 (ii) Email to employees and post copies of the District Court's
7 Order in this matter at all locations where Respondents' notices to employees are customarily
8 posted at their Longview and Vancouver, Washington facilities; maintain such notices free from
9 all obstructions or defacements pending the Board's administrative proceeding; and grant to
10 agents of the Board reasonable access to the Respondents' facilities to monitor compliance with
11 this posting requirement; and

12 (iii) Within twenty (20) days of the issuance of this Order, file
13 with the District Court and serve a copy upon the Petitioner, a sworn affidavit from responsible
14 Respondent Local 21 and Respondent Local 4 officials which describes with specificity how the
15 Respondents have complied with the terms of this decree, including the exact locations where the
16 Respondents posted the materials required under this Order and how and to whom Respondents
17 have distributed the Court's Order and directive.

18 4. That the Court further Order that, to assure compliance with the Court's
19 Order and because of the local authorities' inability to deal with the situation, the United States
20 Marshal for the Western District of Washington of the United States Marshals Service be served
21 with a copy of this Order and directed to take those actions deemed necessary to enforce the
22 provisions and prohibitions set forth in this Order.

DATED at Seattle, Washington this 31st day of August, 2011.

/s/ Daniel Sanders

/s/ Helena Fiorianti

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